

SUBDIVISION

Issued By:


**CHICAGO TITLE
INSURANCE COMPANY**

Guarantee/Certificate Number:

**192692-TC
Amendment Second**
CHICAGO TITLE INSURANCE COMPANY
 a corporation, herein called the Company
GUARANTEES

Plateau Campus LLC and ABHL, Inc

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company of Washington
1142 Broadway, Suite 200
Tacoma, WA 98402

Countersigned By:

Authorized Officer or Agent

**Chicago Title Insurance Company**

By:

President

Attest:

Secretary

**GUARANTEE/CERTIFICATE NO. 192692-TC
AMENDMENT Second****CHICAGO TITLE INSURANCE COMPANY****ISSUING OFFICE:**

Title Officer: Rob Hainey
Chicago Title Company of Washington
1142 Broadway, Suite 200
Tacoma, WA 98402
Fax: 866-671-3908
Main Phone: (253)671-6623
Email: Rob.Hainey@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$450.00	\$45.45

Effective Date: August 13, 2020 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is [vested in:](#)

Plateau Campus LLC, a Washington limited liability company

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"

Legal Description

Parcel A:

That portion of the Northeast Quarter of Section 16, Township 24 North, Range 6 East, Willamette Meridian, in King County, Washington, described as follows:

Commencing at the Northeast corner of said subdivision;
 Thence South 01°43'57" West along the East line thereof 534.69 feet;
 Thence North 88°16'03" West 30.00 feet to the Westerly margin of 228th Avenue S.E. And the point of beginning;
 Thence continuing North 88°16'03" West 32.00 feet to a point of curve;
 Thence Westerly along said curve to the right having a radius of 328.00 feet through a central angle of 30°00'00" an arc distance of 171.74 feet to a point of tangency;
 Thence North 58°16'03" West 543.65 feet to a point of curve;
 Thence Westerly along said curve to the left having a radius of 62.00 feet through a central angle of 69°30'00" an arc distance of 75.21 feet to a point of tangency;
 Thence South 52°13'57" West 512.30 feet to the point of curve;
 Thence Southerly along said curve to the left having a radius of 202.00 feet through a central angle of 90°00'00" an arc distance of 317.30 feet to a point of tangency;
 Thence South 37°46'03" East 1,210.55 feet to a point of curve;
 Thence Easterly along said curve to the left having a radius of 160.00 feet through a central angle of 77°43'17" an arc distance of 217.04 feet to a point of tangency;
 Thence North 64°30'40" East 90.86 feet to a point of curve;
 Thence Easterly along said curve to the right having a radius of 190.25 feet through a central angle of 26°18'10" an arc distance of 87.34 feet to a point on a curve on the Westerly margin of 228th Avenue S.E., as conveyed to King County by deed recorded under King County [recording number 7110210313](#), the center of said curve bears North 76°39'54" West 808.00 feet;
 Thence Northerly along said margin and said curve to the left through a central angle of 11°36'09" an arc distance of 163.62 feet to a point of tangency;
 Thence continuing along said margin North 01°43'57" East 373.56 feet to an angle point in said Westerly margin;
 Thence South 88°16'03" East 12.00 feet to the West line of the East 30 feet of said subdivision, said line also being the West margin of said 228th Avenue S.E.;
 Thence North 01°43'57" East along said West margin 676.23 feet to the point of beginning;

And that portion of the Northeast Quarter of Section 16, Township 24 North, Range 6 East, Willamette Meridian, in King County, Washington, described as follows:

Commencing at the Northeast corner of said subdivision;
 Thence South 01°43'57" West along the East line of said subdivision 534.69 feet;
 Thence North 88°16'03" West 62.00 feet to a point of curve;
 Thence on a curve to the right having a radius of 328.00 feet through a central angle of 30°00'00" an arc distance of 171.74 feet to a point of tangency;
 Thence 58°16'03" west 543.65 feet to a point of curve;
 Thence on a curve to a left having a radius of 62.00 feet through a central angle of 69°30'00" an arc distance of 75.21 feet to a point of tangency;
 Thence South 52°13'57" west 512.30 feet to the point of beginning;
 Thence South 52°13'57" west 202.00 feet;
 Thence South 37°46'03" East 202.00 feet to a point on a curve, the center of which bears North 52°13'57" east 202 feet distant;
 Thence Northerly on a curve concave to the East through a central angle of 90°00'00" an arc length of 317.30 feet to the point of beginning;

And that portion of the Northeast Quarter of Section 16, Township 24 North, Range 6 East, Willamette Meridian, in King County, Washington, more particularly described as follows:

EXHIBIT "A"

Legal Description

Commencing at the Northeast corner of said Section 16;
 Thence North 88°28'02" West 542.49 feet along the North line thereof;
 Thence South 46°34'56" West 270.08 feet to the true point of beginning;
 Thence from said true point of beginning South 71°15'00" West 38.60 feet;
 Thence South 52°13'57" West 547.75 feet;
 Thence South 36°30'00" West 55.32 feet;
 Thence North 52°13'57" East 591.05 feet to the beginning of a curve concave to the Southeast having a radius of 62.00 feet;
 Thence Northeasterly 11.43 feet along said curve through a central angle of 10°33'42" to a radial line of said curve which bears North 37°46'04" West;
 Thence along a non-tangent line North 46°34'56" East 35.25 feet to the true point of beginning.

Parcel B:

That portion of the Northeast Quarter of Section 16, Township 24 North, Range 6 East, Willamette Meridian, in King County, Washington, more particularly described as follows:

Commencing at the Northeast corner of said subdivision;
 Thence South 01°44'28" West along the East line thereof 534.69 feet;
 Thence North 88°16'03" West 62.00 feet to a point of curve;
 Thence on a curve to the right having a radius of 328.00 feet through a central angle of 30°00'00" an arc distance of 171.74 feet to a point of tangency;
 Thence North 58°16'03" West 543.65 feet to a point of curve;
 Thence on a curve to the left having a radius of 62.00 feet through a central angle of 69°30'00" an arc distance of 75.21 feet to a point of tangency;
 Thence South 52°13'57" West 714.30 feet to the true point of beginning;
 Thence South 52°13'57" West 300 feet;
 Thence South 37°46'03" East 871.00 feet;
 Thence North 52°13'57" East 300 feet;
 Thence North 37°46'03" West 871.00 feet to the true point of beginning.

Parcel C:

That portion of the Northeast Quarter of Section 16, Township 24 North, Range 6 East, Willamette Meridian, in King County, Washington, more particularly described as follows:

Commencing at the Northeast corner of said subdivision;
 Thence South 01°44'28" West along the East line thereof 534.69 feet;
 Thence North 88°16'03" West 30.00 feet to the Westerly margin of 228th avenue Southeast and the true point of beginning;
 Thence continuing North 88°16'03" West 32.00 feet to a point of curve;
 Thence on a curve to the right having a radius of 328.00 feet through a central angle of 30°00'00" an arc distance of 171.74 feet to a point of tangency;
 Thence North 58°16'03" West 543.65 feet to a point of curve;
 Thence on a curve to the left having a radius of 62.00 feet through a central angle of 58°56'18" an arc distance of 63.78 feet;
 Thence North 46°34'56" East 305.33 feet to the North line of said subdivision;
 Thence South 88°28'02" East 512.49 feet to said Westerly margin of 228th Avenue S.E.;
 Thence South 01°44'28" West 501.93 feet along said Westerly margin to the true point of beginning;
 Except that portion conveyed to Swanson-Dean Corporation under King County [recording number 8605301830](#), described as follows:

EXHIBIT "A"
Legal Description

Commencing at the Northeast corner of said Section 16;
Thence along the North line thereof North 89°29'02" West 30.00 feet to the West margin of 228th Avenue S.E. And the true point of beginning;
Thence along said West margin and the West line of the East 30.00 feet of said Section 16, South 01°44'28" West 32.86 feet;
Thence along North 88°04'00" West 232.84 feet;
Thence North 78°53'00" West 174.00 feet;
Thence North 67°10'08" West 5.66 feet to said North line of Section 16;
Thence South 88°28'02" East 409.80 feet along said North line to the true point of beginning and conclusion of said exception;

Together with that portion of the Southeast Quarter of Section 9, Township 24 North, Range 6 East, Willamette Meridian, in King County, Washington, described as follows:

Commencing at the Southeast corner of said Section 9;
Thence North 88°28'02" West 542.49 feet to the true point of beginning;
Thence North 46°34'56" East 40.75 feet;
Thence South 67°10'08" East 79.27 feet to the South line of said Southeast Quarter;
Thence North 88°28'02" West for 102.69 feet to the point of beginning.

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.

SPECIAL EXCEPTIONS

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as as granted in a document:

Granted to: Pacific Northwest Bell Telephone Company, a Washington corporation
Purpose: Communication lines
Recording Date: January 26, 1970
Recording No.: 6613163
Affects: As described in said instrument

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: King County
Purpose: Drainage ditch
Recording Date: October 21, 1971
Recording No.: 7110210314
Affects: As described in said instrument

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B

(continued)

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power & Light Company
Purpose: Electric transmission and/or distribution line
Recording Date: March 30, 1982
[Recording No.: 8203300388](#)
Affects: Portion of Parcel A

4. Storm Drain, Landscape, Utility and Access Easement Agreement, and the terms and provisions thereof:

Recording Date: March 9, 1987
[Recording No.: 8703090373](#)

Said instrument is a re-recording of instrument recorded under [recording number 8605301837](#).

Said instrument supercedes and replaces the easement agreement recorded under [recording number 8410250823](#).

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Sammamish Plateau Water and Sewer District
Purpose: Sewer lines and appurtenances
Recording Date: February 15, 1990
[Recording No.: 9002150540](#)
Affects: portion of said premises

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: GTE Mobilnet Incorporated
Purpose: Installation, operation and maintenance of utilities
Recording Date: August 7, 1997
[Recording No.: 9708070197](#)
Affects: Portion of said premises

7. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on:

King County Lot Line Adjustment No. 8602006

[Recording No: 8605120928](#)

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B

(continued)

8. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on:

King County Lot Line Adjustment No. S91L0059

Recording No.: 9109250549

9. Exceptions and reservations contained in deed whereby the grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry

Grantor: State of Washington

Recording No.: 4532756

Right of the State of Washington or its successors, subject to payment of compensation, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other land, as reserved in above-referenced deed.

10. Cable TV and Easement Agreement, and the terms and provisions thereof:

Executed by: The Lutheran Bible Institute of Seattle, a Washington not-for-profit corporation and Northland Point Partnership, a Washington general partnership

Recording Date: December 13, 1984

Recording No.: 8412130153

Assignment of interest in Easement:

Assignee: Millennium Digital Media Systems L.L.C.

Recorded: January 10, 2000

Recording Number: 20000110001461

11. Notice of Obligation to Construct and Developer Extension Agreement

Recording Date: February 25, 2016

Recording No.: 20160225000467

12. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed

In favor of: King County

Recording Date: September 4, 1958

Recording No.: 4939948

13. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed

In favor of: King County

Recording Date: March 25, 1959

Recording No.: 5012254

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B

(continued)

14. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed
- In favor of: King County
Recording Date: October 21, 1971
[Recording No.: 7110210313](#)
15. Terms and conditions of notices of charges by the Sammamish Plateau Water and Sewer District recorded under recording numbers 9307301617, 9811051363, 9901150609, 20040414002865, 20041201000040, 20060126001770, 20110106000751, 20110106000800, 20110106000801, 20110106000802, 20130917002142, 20130917002143, 20130917002144, 20130917002145, 20141201000777, 20141201000778, 20141201000779 and 20141201000780.
16. Notice of Credit for Future Payment of Water and Sewer General Facility Charges and Water Regional Capital Facility Charges
- Recording Date: June 7, 2018
[Recording No.: 20180607000949](#)
17. City of Issaquah Landmarks Commision Findings of Fact and Decision - Providence Heights College of Sister Formation:
- Recording Date: February 12, 2018
[Recording No.: 20180212000216](#)
18. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):
- Year: 2020
Tax Account No.: 162406-9001-08
Levy Code: 1437
Assessed Value-Land: \$Exempt
Assessed Value-Improvements: \$Exempt
- General and special Taxes:
- | | |
|----------|----------|
| Billed: | \$395.97 |
| Paid: | \$395.97 |
| Unpaid: | \$0.00 |
| Affects: | Parcel A |

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B

(continued)

19. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020
 Tax Account No.: 162406-9029-06
 Levy Code: 1437
 Assessed Value-Land: \$Exempt
 Assessed Value-Improvements: \$Exempt

General and special Taxes:

Billed: \$19.06
 Paid: \$19.06
 Unpaid: \$0.00
 Affects: Parcel B

20. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020
 Tax Account No.: 162406-9031-02
 Levy Code: 1437
 Assessed Value-Land: \$Exempt
 Assessed Value-Improvements: \$Exempt

General and special Taxes:

Billed: \$18.99
 Paid: \$18.99
 Unpaid: \$0.00
 Affects: Parcel C

21. Liability for Sewer Treatment Capacity Charges, if any, affecting certain areas of King, Pierce and Snohomish Counties. Said charges could apply to property connecting to the metropolitan sewerage facilities or reconnecting or changing its use and/or structure after February 1, 1990.
 Please contact the King County Wastewater Treatment Division, Capacity Charge Program, for further information at 206-296-1450 or Fax No. 206-263-6823 or email at CapChargeEscrow@kingcounty.gov.

* A map showing sewer service area boundaries and incorporated areas can be found at:
<http://www.kingcounty.gov/services/gis/Maps/vmc/Utilities.aspx>

Unrecorded Sewer Capacity Charges are not a lien on title to the Land.

NOTE: This exception will not appear in the policy to be issued.

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B

(continued)

22. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of PCS Site Agreement
 Lessor: Lutheran Bible Institute
 Lessee: Majorco, L.P., a Delaware corporation
 Recording Date: May 28, 1996
Recording No.: [9605280100](#)

23. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease Agreement
 Lessor: Lutheran Bible Institute, a Washington non-profit corporation
 Lessee: GTE Mobilnet Incorporated, a corporation of the State of Delaware
 Recording Date: August 7, 1997
Recording No.: [9708070196](#)

24. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease
 Lessor: Lutheran Bible Institute of Seattle, a not for profit corporation
 Lessee: AT & T Wireless Services of Washington, Inc. and Oregon corporation dba AT & T Wireless Services
 Recording Date: August 25, 1997
Recording No.: [9708250353](#)

25. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Memorandum of Lease and Option
 Lessor: The Lutheran Bible Institute of Seattle
 Lessee: Western PCS BTA I Corporation
 Recording Date: May 21, 1998
Recording No.: [9805210469](#)

26. A Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing:

Amount: \$22,000,000.00
 Dated: February 3, 2015
 Trustor/Grantor: Plateau Campus LLC, a Washington Limited Liability Company
 Trustee: U.S. Bank Trust Company, National Association
 Beneficiary: U.S. Bank National Association, a national banking association
 Recording Date: February 5, 2015
Recording No.: [20150205000424](#)

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B

(continued)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Plateau Campus LLC and U.S. Bank National Association
Recording Date: January 19, 2017
[Recording No.: 20170119001626](#)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Plateau Campus LLC and U.S. Bank National Association
Recording Date: February 8, 2017
[Recording No.: 20170208001199](#)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Plateau Campus LLC and U.S. Bank National Association
Recording Date: December 12, 2017
[Recording No.: 20171212001286](#)

27. Subordination, Non-Disturbance, Estoppel and Attornment Agreement, and the terms and conditions thereof:

Lender: U.S. Bank National Association
Tenant: The Young Men's Christian Association of Great Seattle, a Washington nonprofit corporation
Landlord: Plateau Campus LLC, a Washington Limited Liability Company
Recording Date: February 5, 2015
[Recording No.: 20150205000425](#)

28. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination, Non-Disturbance, Estoppel and Attornment Agreement
Lessor: Plateau Campus LLC, a Washington Limited Liability Company
Lessee: The Young Men's Christian Association of Great Seattle, a Washington nonprofit corporation
Recording Date: February 5, 2015
[Recording No.: 20150205000425](#)

29. Memorandum of Agreement

Recording Date: December 14, 2015
[Recording No.: 20160121001342](#)
Purpose: Providing notice of Right of First Refusal

An agreement recorded April 7, 2016 at 20140407000770 which states that this instrument was subordinated to the document or interest described in the instrument

Recording Date: February 5, 2015
[Recording No.: 20150205000424](#)

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B

(continued)

30. A pending court action:

Plaintiff: Issaquah School District No. 411, a political subdivision of the State of Washington
Defendant: Plateau Campus LLC, a Washington limited liability company; Majorco, L.P., a Delaware limited partnership; AT&T Wireless Services of Washington, Inc., d/b/a AT&T Wireless Services, an Oregon corporation; U.S. Bank National Association, a national banking association; Young Men's Christian Association of Great Seattle, a Washington nonprofit corporation; Brixton Homes LLC, a Washington limited liability company; King County, a political subdivision of the state of Washington; and John and Jane Does 1-5
County: King
Court: Superior
Case No.: 16-2-17078-1
Nature of Action: Eminent Domain
Attorney: Denise L. Stiffarm

A Lis Pendens is recorded under [recording no. 20160720000360](#)

In this connection we note Stipulation and Agreed Order for Immediate Use and Possession and Use and Date of Value entered in said action on June 12, 2019

31. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

END OF SCHEDULE B

HONORABLE JEFFREY RAMSDELL

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF KING

ISSAQUAH SCHOOL DISTRICT NO.
411, a political subdivision of the State of
Washington,

Petitioner,

v.

PLATEAU CAMPUS LLC, a Washington
limited liability company; MAJORCO,
LP., a Delaware limited partnership;
AT&T WIRELESS SERVICES OF
WASHINGTON, INC., d/b/a AT&T
WIRELESS SERVICES, an Oregon
corporation; U.S. BANK NATIONAL
ASSOCIATION, a national banking
association; YOUNG MEN'S
CHRISTIAN ASSOCIATION OF
GREATER SEATTLE, a Washington
nonprofit corporation; BRIXTON
HOMES LLC, a Washington limited
liability company; KING COUNTY, a
political subdivision of the State of
Washington, and JOHN and JANE DOES
1-5,

Respondents.

No. 16-2-17078-1 SEA

STIPULATION AND AGREED
ORDER FOR IMMEDIATE
POSSESSION AND USE AND
DATE OF VALUE

STIPULATION

THIS STIPULATION is entered into between Petitioner Issaquah School District No. 411 (“District”); and Respondents Plateau Campus LLC, King County, Brixton Homes LLC, Majorco, L.P., and New Cingular Wireless PCS, LLC as successor in interest to AT&T Wireless Services of Washington, Inc., d/b/a AT&T Wireless Services (collectively, “Respondents”). The District and Respondents hereby stipulate and agree as follows:

1. Respondent Plateau Campus LLC (“Plateau Campus”) is the title owner of property (“Property”) more particularly described in **Exhibit A** attached hereto.

2. Respondent U.S. Bank National Association (“U.S. Bank”) is the beneficiary on a Deed of Trust recorded on the Property. U.S. Bank has not appeared in this matter.

3. Respondent King County has an interest in real property taxes and sewage treatment capacity charges to be paid with respect to the Property.

4. Respondent Brixton Homes LLC is a party to a Right of First Refusal Agreement recorded on the Property.

5. The following Respondents are tenants (“Tenants”) at the Property located at 4221, 4443, and 4461 228th Avenue Southeast, Issaquah, Washington: Majorco, L.P. and New Cingular Wireless PCS, LLC as successor in interest to AT&T Wireless Services of Washington, Inc., d/b/a AT&T Wireless Services.

6. Respondent the Young Men's Christian Association of Greater Seattle ("YMCA") is a former tenant at the Property. The YMCA has been voluntarily dismissed from this matter by Order dated September 7, 2016.

7. Pursuant to RCW 8.25.070(3), the District shall deposit into the Court's registry the amount of thirty-eight million dollars (\$38,000,000.00), which shall constitute the amount of

1 compensation the District has offered for the Property for the purposes of this Stipulation (“Offer
2 Amount”). Upon deposit of the Offer Amount, Plateau Campus agrees to grant the District
3 possession and use of the Property described and depicted in **Exhibit A** attached hereto.

4 8. Plateau Campus will refund any difference between the Offer Amount and the
5 final amount of just compensation owed for the Property. No interest will run on any difference
6 between the Offer Amount and just compensation in the event just compensation is determined
7 to be less than the Offer Amount.

8 9. Respondents shall be entitled to withdraw the Offer Amount from the Court’s
9 registry following notice to any other party that has or may claim to have an interest in the
10 subject Property without waiver of (1) any right to claim reasonable attorney fees and litigation
11 related costs as allowed by RCW 8.25.070 or other applicable law, or (2) the right to have just
12 compensation determined by trial. The deposit of the Offer Amount is subject to any liens for
13 property taxes, fees and/or assessments owed to King County. Property taxes, fees and
14 assessments shall be paid to the King County Treasurer prior to disbursement of funds to any other
15 interested party.

16 10. The District and Plateau Campus agree that December 1, 2016, shall be the date
17 of value for the purpose of determining just compensation for the Property in this matter.

18 11. No statements contained in this Stipulation shall be construed as evidence of
19 value or an admission regarding just compensation for the property interests taken and used, or a
20 waiver of any right of Respondent Brixton Homes LLC to an allocation of a portion the Offer
21 Amount or the total compensation award. This Stipulation is without prejudice to the rights of
22 the parties with respect to just compensation.

WHEREFORE these stipulating parties request entry of the Proposed Agreed Order for Immediate Use and Possession below.

IT IS SO STIPULATED, this 11th day of June, 2019.

PACIFICA LAW GROUP LLP

DAVIS WRIGHT TREMAINE LLP

By s/ Jessica A. Skelton

By s/ Ambika Doran

Denise L. Stiffarm, WSBA #26102

Ambika Doran, WSBA #38237

Jessica A. Skelton, WSBA #36748

Charles E. Maduell, WSBA # 15491

Sarah S. Washburn, WSBA #44418

Rhys M. Farren, WSBA #19398

Robert E. Miller, WSBA # 46507

Attorneys for Petitioner Issaquah School
District No. 411

Attorneys for Respondent Plateau Campus
LLC

The following Respondents do not object to the stipulation above:

CAIRNCROSS & HEMPELMANN, P.S.

K&L GATES LLP

By s/ Stephen P. VanDerhoef

By s/ Bart J. Freedman

Stephen P. VanDerhoef, WSBA # 20088

Bart J. Freedman, WSBA # 14187

Attorneys for Brixton Homes LLC

Attorneys for Majorco, L.P.

CORR CRONIN LLP

DANIEL T. SATTERBERG

KING COUNTY PROSECUTING ATTORNEY

By s/ Thomas J. Bone

By s/ Jenifer C. Merkel

Thomas J. Bone, WSBA # 43965

Jenifer C. Merkel, WSBA #34472

Attorneys for New Cingular Wireless PCS,
LLC, as successor in interest to AT&T
Wireless Services of Washington, Inc., d/b/a
AT&T Wireless Services

Senior Deputy Prosecuting Attorney
for King County

AGREED ORDER

Based on the foregoing Stipulation and the other pleadings and papers on file in this matter, the Court ORDERS as follows:

1. Immediate possession and use of the Property described in **Exhibit A** attached hereto is GRANTED to the District as described in the Stipulation above, upon deposit into the Court's registry of the Offer Amount.

2. The date of value for the purpose of determining just compensation in this matter and any settlement discussions shall be December 1, 2016.

IT IS SO ORDERED this ____ day of _____, 2019.

King County Superior Court Judge/Commissioner

Presented by:

PACIFICA LAW GROUP LLP

By s/ Jessica A. Skelton

Denise L. Stiffarm, WSBA #26102

Jessica A. Skelton, WSBA #36748

Sarah S. Washburn, WSBA #44418

Attorneys for Petitioner Issaquah School
District No. 411**Agreed as to form; approved for entry by:**

DAVIS WRIGHT TREMAINE LLP

By s/ Ambika Doran

Ambika Doran, WSBA #38237

Charles E. Maduelli, WSBA # 15491

Rhys M. Farren, WSBA #19398

Robert E. Miller, WSBA # 46507

Attorneys for Respondent Plateau Campus LLC

Notice of presentation waived by:

CAIRNCROSS & HEMPELMANN, P.S.

By s/ Stephen P. VanDerhoef

Stephen P. VanDerhoef, WSBA # 20088

Attorneys for Brixton Homes LLC

CORR CRONIN LLP

By s/ Thomas J. Bone

Thomas J. Bone, WSBA # 43965

Attorneys for New Cingular Wireless PCS, LLC,
as successor in interest to AT&T Wireless Services
of Washington, Inc., d/b/a AT&T Wireless Services

1 K&L GATES LLP

2 By s/ Bart J. Freedman

3 Bart J. Freedman, WSBA # 14187

4 Attorneys for Majorco, L.P.

5 DANIEL T. SATTERBERG

6 KING COUNTY PROSECUTING ATTORNEY

7 By s/ Jenifer C. Merkel

8 Jenifer C. Merkel, WSBA #34472

9 Senior Deputy Prosecuting Attorney
10 for King County

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STIPULATION AND AGREED ORDER FOR IMMEDIATE POSSESSION
AND USE AND DATE OF VALUE - 7

{03735707.DOCX;1 }
PACIFICA LAW GROUP LLP
1191 SECOND AVENUE
SUITE 2000
SEATTLE, WASHINGTON 98101-3404
TELEPHONE: (206) 245-1700
FACSIMILE: (206) 245-1750

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL A:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
 THENCE SOUTH $01^{\circ}43'57''$ WEST ALONG THE EAST LINE THEREOF 534.69 FEET;
 THENCE NORTH $88^{\circ}16'03''$ WEST 30.00 FEET TO THE WESTERLY MARGIN OF 228TH AVENUE SOUTHEAST AND THE POINT OF BEGINNING;
 THENCE CONTINUING NORTH $88^{\circ}16'03''$ WEST 32.00 FEET TO A POINT OF CURVE;
 THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 328.00 FEET THROUGH A CENTRAL ANGLE OF $30^{\circ}00'00''$ AN ARC DISTANCE OF 171.74 FEET TO A POINT OF TANGENCY;
 THENCE NORTH $58^{\circ}16'03''$ WEST 543.65 FEET TO A POINT OF CURVE;
 THENCE WESTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET THROUGH A CENTRAL ANGLE OF $69^{\circ}30'00''$ AN ARC DISTANCE OF 75.21 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH $52^{\circ}13'57''$ WEST 512.30 FEET TO A POINT OF CURVE;
 THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 202.00 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ AN ARC DISTANCE OF 317.30 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH $37^{\circ}46'03''$ EAST 1,210.55 FEET TO A POINT OF CURVE;
 THENCE EASTERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET THROUGH A CENTRAL ANGLE OF $77^{\circ}43'17''$ AN ARC DISTANCE OF 217.04 FEET TO A POINT OF TANGENCY;
 THENCE NORTH $64^{\circ}30'40''$ EAST 90.86 FEET TO A POINT OF CURVE;
 THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 190.25 FEET THROUGH A CENTRAL ANGLE OF $26^{\circ}18'10''$ AN ARC DISTANCE OF 87.34 FEET TO A POINT ON A CURVE ON THE WESTERLY MARGIN OF 228TH AVENUE SOUTHEAST AS CONVEYED TO KING COUNTY BY DEED RECORDED OCTOBER 21, 1971 UNDER RECORDING NUMBER 7110210313, THE CENTER OF SAID CURVE BEARS NORTH $76^{\circ}39'54''$ WEST 808.00 FEET;
 THENCE NORTHERLY ALONG SAID MARGIN AND SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $11^{\circ}36'09''$ AN ARC DISTANCE OF 163.62 FEET TO A POINT OF TANGENCY;
 THENCE CONTINUING ALONG SAID MARGIN NORTH $01^{\circ}43'57''$ EAST 373.56 FEET TO AN ANGLE POINT IN SAID WESTERLY MARGIN;
 THENCE SOUTH $88^{\circ}16'03''$ EAST 12.00 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION, SAID LINE ALSO BEING THE WEST MARGIN OF SAID 228TH AVENUE SOUTHEAST;
 THENCE NORTH $01^{\circ}43'57''$ EAST ALONG SAID WEST MARGIN 676.23 FEET TO THE POINT OF BEGINNING;

AND THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
 THENCE SOUTH 01°43'57" WEST ALONG THE EAST LINE OF SAID SUBDIVISION 534.69 FEET;
 THENCE NORTH 88°16'03" WEST 62.00 FEET TO A POINT OF CURVE;
 THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 328.00 FEET THROUGH A CENTRAL ANGLE OF 30°00'00" AN ARC DISTANCE OF 171.74 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 58°16'03" WEST 543.65 FEET TO A POINT OF CURVE;
 THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET THROUGH A CENTRAL ANGLE OF 69°30'00" AN ARC DISTANCE OF 75.21 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH 52°13'57" WEST 512.30 FEET TO THE POINT OF BEGINNING;
 THENCE SOUTH 52°13'57" WEST 202.00 FEET;
 THENCE SOUTH 37°46'03" EAST 202.00 FEET TO A POINT ON A CURVE, THE CENTER OF WHICH BEARS NORTH 52°13'57" EAST 202.00 FEET DISTANT;
 THENCE NORTHERLY ON A CURVE CONCAVE TO THE EAST THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC LENGTH OF 317.30 FEET TO THE POINT OF BEGINNING.

AND THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16;
 THENCE NORTH 88°28'02" WEST 542.49 FEET ALONG THE NORTH LINE THEREOF;
 THENCE SOUTH 46°34'56" WEST 270.08 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE FROM SAID TRUE POINT OF BEGINNING SOUTH 71°15'00" WEST 38.60 FEET;
 THENCE SOUTH 52°13'57" WEST 547.75 FEET;
 THENCE SOUTH 36°30'00" WEST 55.32 FEET;
 THENCE NORTH 52°13'57" EAST 591.05 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 62.00 FEET;
 THENCE NORTHEASTERLY 11.43 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°33'42" TO A RADIAL LINE OF SAID CURVE WHICH BEARS NORTH 37°46'04" WEST;
 THENCE ALONG A NON-TANGENT LINE NORTH 46°34'56" EAST 35.25 FEET TO THE TRUE POINT OF BEGINNING.

Tax assessor parcel number: 162406-9001

PARCEL B:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
 THENCE SOUTH 01°44'28" WEST ALONG THE EAST LINE THEREOF 534.69 FEET;
 THENCE NORTH 88°16'03" WEST 62.00 FEET TO A POINT OF CURVE;
 THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 328.00 FEET THROUGH A CENTRAL
 ANGLE OF 30°00'00" AN ARC DISTANCE OF 171.74 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 58°16'03" WEST 543.65 FEET TO A POINT OF CURVE;
 THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET THROUGH A CENTRAL
 ANGLE OF 69°30'00" AN ARC DISTANCE OF 75.21 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH 52°13'57" WEST 714.30 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 52°13'57" WEST 300 FEET;
 THENCE SOUTH 37°46'03" EAST 871.00 FEET;
 THENCE NORTH 52°13'57" EAST 300 FEET;
 THENCE NORTH 37°46'03" WEST 871.00 FEET TO THE TRUE POINT OF BEGINNING.

Tax assessor parcel number: 162406-9029

PARCEL C:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 24 NORTH, RANGE
 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
 THENCE SOUTH 01°44'28" WEST ALONG THE EAST LINE THEREOF 534.69 FEET;
 THENCE NORTH 88°16'03" WEST 30.00 FEET TO THE WESTERLY MARGIN OF 228TH AVENUE
 SOUTHEAST AND THE TRUE POINT OF BEGINNING;
 THENCE CONTINUING NORTH 88°16'03" WEST 32.00 FEET TO A POINT OF CURVE;
 THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 328.00 FEET THROUGH A CENTRAL
 ANGLE OF 30°00'00" AN ARC DISTANCE OF 171.74 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 58°16'03" WEST 543.65 FEET TO A POINT OF CURVE;
 THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET THROUGH A CENTRAL
 ANGLE OF 58°56'18" AN ARC DISTANCE OF 63.78 FEET;
 THENCE NORTH 46°34'56" EAST 305.33 FEET TO THE NORTH LINE OF SAID SUBDIVISION;
 THENCE SOUTH 88°28'02" EAST 512.49 FEET TO SAID WESTERLY MARGIN OF 228TH AVENUE
 SOUTHEAST;
 THENCE SOUTH 01°44'28" WEST 501.93 FEET ALONG SAID WESTERLY MARGIN TO THE TRUE
 POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO SWANSON-DEAN CORPORATION UNDER KING COUNTY
 RECORDED MAY 30, 1986 UNDER RECORDING NUMBER 8605301830, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16;
 THENCE ALONG THE NORTH LINE THEREOF NORTH 89°29'02" WEST 30.00 FEET TO THE WEST
 MARGIN OF 228TH AVENUE SOUTHEAST AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID WEST MARGIN AND THE WEST LINE OF THE EAST 30.00 FEET OF SAID SECTION 16, SOUTH 01°44'28" WEST 32.86 FEET;
THENCE ALONG NORTH 88°04'00" WEST 232.84 FEET;
THENCE NORTH 78°53'00" WEST 174.00 FEET;
THENCE NORTH 67°10'08" WEST 5.66 FEET TO SAID NORTH LINE OF SECTION 16;
THENCE SOUTH 88°28'02" EAST 409.80 FEET ALONG SAID NORTH LINE TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE NORTH 88°28'02" WEST 542.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 46°34'56" EAST 40.75 FEET;
THENCE SOUTH 67°10'08" EAST 79.27 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;
THENCE NORTH 88°28'02" WEST FOR 102.69 FEET TO THE POINT OF BEGINNING.

Tax assessor parcel number: 162406-9031

King County Superior Court
Judicial Electronic Signature Page

Case Number: 16-2-17078-1
Case Title: ISSAQUAH SCHOOL DIST NO 411 VS PLATEAU CAMPUS ET
AL
Document Title: Order

Signed By: Commissioner Henry Judson
Date: June 12, 2019



Judge/Commissioner: Commissioner Henry
Judson

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 252A2613AD1DF6F184ADD5EFD5753C76D53A5CB8
Certificate effective date: 7/16/2014 12:09:30 PM
Certificate expiry date: 7/16/2019 12:09:30 PM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Henry Judson:
WPypi5D74hGx6nH1YIhwmw=="



This map/plot is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.